

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, JANUARY 23, 2020**

REGULAR MEETING 6:30 PM

**LOCATION:
6826 Hazel Ave.
Orangevale, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. MINUTES

a. Approval of minutes of the Regular Meeting December 12, 2019 (pg 1-6)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing November 2019

8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for December 2019 (pg 7-8)
- b. Budget Status Report for December 2019 (pg 9-11)
- c. Revenue Report for December 2019 (pg 12)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for December 2019 (pg 13-14)
- b. Budget Status Report for December 2019 (pg 15)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for December 2019 (pg 16)
- b. Budget Status Report for December 2019 (pg 17)

9. **NON-CONSENT MATTERS GENERAL FUND**

- a. Ratification of Claims for December 2019 (pg 18)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

11. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – December 2019 (pg 19-23)
- b. Report on Electric Greenway Trail – (verbal)
- c. Report on Sundance tree and sidewalk project – (verbal)
- d. Report on Orangevale Community Center Park Master Plan Meetings scheduled for Tuesday, January 28, 2020 at 6:30 p.m. and Saturday, February 8, 2020 at 10:00 a.m. (verbal)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Election of Officers for 2020
- b. Approval of District Committee Meeting Assignments for 2020 (pg 24)
- c. Discussion regarding naming of the new property (verbal)
- d. Approval of the Orangevale Recreation & Park District Fiscal Audit 2018/19 (pg 25-54)
- e. Approval of the Agreement with the Chamber of Commerce to hold the Orangevale Town Fair (Formerly Pow Wow Days) Event in Orangevale Community Park from May 29 – May 31, 2020 (pg 55-68)
- f. Approval of the Agreement with the Women Veterans Giving, Inc. to hold a Reggae Music Festival Event in Orangevale Community Park on June 13, 2020 (pg 69-82)
- g. Approval of the Agreement with the Women Veterans Giving, Inc. to hold the Women Veterans Fun Run Event in Orangevale Community Park on May 16, 2020 (pg 83-96)

14. **DIRECTOR'S AND STAFF'S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

16. **ADJOURNMENT**

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors December 12, 2019

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on Thursday, December 12, 2019 at the District Office. Director Stickney called the meeting to order at 6:32 p.m.

Directors present: Stickney, Swenson, Meraz, Brunberg, Montes,
Directors absent: None
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Melyssa Woodford, Admin. Services Supervisor

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Montes, seconded by Director Brunberg, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.
5. **PUBLIC DISCUSSION**
Tom DiGiacomo, resident near Sundance Park, addressed the Board regarding a hazard due to a tree causing the sidewalk to buckle at entrance to Sundance Park. Many pedestrians utilize the sidewalk. Admin Foell advised the tree will need to be removed due to its proximity to the sidewalk. Director Stickney requested Admin Foell contact Sacramento County to verify who is responsible for the removal of the tree and potentially acquire cost involved in the tree removal and sidewalk repair. A maintenance meeting will be held and The Board will follow-up on this issue at the next Board Meeting, scheduled for January 23, 2020. In the interim, the hazard area will be marked.
6. **MINUTES**
MOTION #3
 - a) Approval of Minutes of November 14, 2019 (pg 1-6): On a motion by Director Brunberg seconded by Director Montes, the minutes were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

7. CORRESPONDENCE

MOTION #4

a) Confidential Envelope – Attorney Billing October 2019: On a motion by Director Brunberg, seconded by Director Meraz, the attorney billing was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.

MOTION #5

b) Sacramento Local Agency Formation Commission Selection of Special District Commissioner and Alternate Commissioner Run-off (pg 7-16): The Alternate Commissioner seat election ended in a three-way tie. Therefore, a run-off ballot must be returned by January 28, 2020. Candidates for run-off are Michael Hanson, Arcade Creek Recreation and Park District, Charlea Moore, Rio Linda Elverta Recreation and Park District, and Michael Yearwood, Cordova Recreation and Park District. On a motion by Director Brunberg, seconded by Director Stickney, the Sacramento Local Agency Formation Commission Selection of Special District Commissioner and Alternate Commissioner Run-off was approved to submit a ballot vote for Charlea Moore by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Abstentions or Nays.

8. CONSENT CALENDAR

MOTION #6

a) On a motion by Director Brunberg, seconded by Director Swenson, the consent calendar was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz and Montes, voting Aye. There were no Abstentions or Nays.

8.1. CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for November 2019 (pg 17-18)
- b) Budget Status Report for November 2019 (19-21)
- c) Revenue Report for November 2019 (pg 22)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for November 2019 (pg 23-24)
- b) Budget Status Report for November 2019 (pg 25-26)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for November 2019 (pg 27)
- b) Budget Status Report for November 2019 (pg 28)

9. NON-CONSENT MATTERS GENERAL FUND

No Items

10. STANDING COMMITTEE REPORTS

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report.

11. ADMINISTRATOR'S REPORT

a) Monthly Activity Report – November 2019 (pg 29-33): Admin Foell updated new property repair and improvement status. The new tractor has been a tremendous asset in the clearing of the new property as well as utilizing the assistance of the Conservation Corp crew. Director Stickney mentioned improved parking for the tree lighting event utilizing the parking area at the new property. Kudos extended to Supt. Oropeza, Supervisor Bain, Danny Rodriguez and their staff, for their continued support to complete necessary clean-up and repairs at the new property. Roof patching to be completed. HVAC repairs and maintenance have been completed. Doors are in the process of being repaired to secure the buildings. Building alarms, camera installations, and stucco repairs and dry rot repairs will be completed once buildings have been secured. ADA compliance review will be conducted.

Supt. Von Aesch summarized the Recreation and Park meeting with the San Juan Unified School District she attended. Topics of discussion were SJUSD turf issues, trying to improve elementary schools, permits for rentals during summer, and discussion regarding discontinuing use of Roundup for weed control. SJUSD to attend next Superintendent meeting, tentatively scheduled for March 2020. OVparks currently uses Roundup on a limited basis. Discussion regarding status of good neighbor fence in need of repair or replacement at Green Oaks School.

Supervisor Woodford advised of successful Carving Memories senior event. Mount Vernon Memorial attended. Raffle prizes were provided by Almond Heights Senior Living and Mount Vernon Memorial. Appreciation to the Orangevale Woman's Club letting us use their handmade fall centerpieces for the event.

Park Supt. Oropeza advised that sprinklers have been turned off for winter. Dead tree removed at Pecan Park. Caution tape still in place until tractor can be brought in to remove remaining portions of the tree. Bark was refreshed around the grounds of Orangevale Community Center prior to the Tree Lighting event.

Recreation Supervisor Jason Bain advised of successful Holiday Craft Fair and Kids Night Out. The Tree Lighting event was very well attended despite potential rain in the forecast. Kudos to Nadia Roberts, Recreation Coordinator and Emily Romine, Recreation Specialist, for their coordination of this event.

b) Report on Electric Greenway Trail – (verbal): Admin Foell advised that the engineers had completed their work and are compiling square footage for finalization of purchase agreements with Escallonia and Drywood property owners. Upon completion, Admin Foell will meet with property owners to review final square footage amounts.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

a) Discussion Regarding Naming the New Property and Facilities (pg 34-36): Admin Foell advised of the need to address the current building names as well as the new property naming. Director Stickney recommended incorporating the new property buildings under the Orangevale Community Center name with individual names for the new buildings acquired. Discussed naming the buildings within an overall Orangevale Community Center Campus. To be discussed further at the next Board of Directors Meeting to be held on January 23, 2020.

MOTION #2

b) Approval of Consulting Services Agreement with Isom Advisors to Provide Consulting Services Associated with the District Conducting a Bond Measure (pg 37-48): Admin Foell provided summary of need to acquire consulting as we move forward with bond measure and future projects. John Isom reviewed the process of preparing for a Bond Measure for upcoming improvements. Estimated sixteen million is needed to complete projects. Depending on the amount obtained through a bond measure, if funding is not available, some projects will need to be postponed or removed. The projects will need to be prioritized for completion. During the next three to four months OVparks will be reaching out to gain feedback from the Orangevale community, the Orangevale Chamber of Commerce, and County Supervisor regarding the bond measure to determine bond measure amount and projects to include. Based on information received, finalization of Bond Measure, to include Capital Financing Plan and a Resolution, are drafted by the Bond Council with the assistance of Isom Advisors. Tax rate statements and

projects are included in the draft. Deadline is June 30th to submit for inclusion or November 3rd election. Consulting services agreement to work with OVparks District for pre-election planning, campaign committee consulting, and, upon a successful election, coordinating the bond sale. Isom Advisor fees in the amount of \$25,000 is contingent on a successful election and would be paid from bond proceeds. On a motion by Director Brunberg seconded by Director Swenson, the Consulting Services Agreement with Isom Advisors to Provide Consulting Services Associated with the District Conducting a Bond Measure was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

MOTION #7

- c) Approval of Proposal from MTW Group to Provide Master Plan Services for the Orangevale Community Center Park in the Amount not to Exceed \$25,000 (pg 49-51): On a motion by Director Montes seconded by Director Brunberg, the proposal from MTW Group to Provide Master Plan Services for the Orangevale Community Center Park in the Amount not to Exceed \$25,000 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Abstentions or Nays.

14. DIRECTOR AND STAFF COMMENTS

Admin Foell mentioned The Employee Recognition Party will be held on Friday, December 13th from 11:30 a.m. - 2:00 p.m. All Board of Directors are invited to attend.

Supervisor Bain advised of the upcoming Polar Bear Plunge on January 1, 2020. Since the Applebee's in Rancho Cordova has closed, the soup after the plunge will be provided by Applebee's in Citrus Heights.

Supervisor Woodford advised the new activity guide for Winter/Spring is available.

Finance/HR Supt. Von Aesch advised the Audit Report will be provided in January. Admin Foell will provide audit spreadsheets to Director Brunberg.

Director Meraz mentioned the Grange was fantastic with their help at the Tree Lighting event. He also advised of the apparent need to make the restroom signs at the activity building more prominent to be located with ease. Also suggested removal of the eucalyptus tree located on the new property as they are known to have shallow root system making them prone to fall.

Director Stickney mentioned the Tree Lighting attendance seemed as good as prior years. Several people spoke with him at the event regarding the Bond issue.

Director Montes advised that OVparks has been nominated in four categories in The Best of Orangevale. Winners to be announced at Orangevale Community Center on February 22, 2020. Vote by logging into bestoforangevale.com. She also recommended OVparks attend the Orangevale Community Open House at the Orangevale Grange on January 25, 2020, 9 a.m. - 11 a.m. Leaders from twenty Orangevale service clubs will be attending. May be a good opportunity to recruit volunteers for upcoming spring and summer OVparks events.

Director Swenson noticed the new property clean-up looks great from the street.

15. ITEMS FOR NEXT AGENDA

- a) Audit Report for Fiscal Year 2019.
- b) Hazardous Tree at Entrance to Sundance Park.
- c) Vote for Board of Directors Offices. Board members to email Admin Foell any requests for specific committee.
- d) Report on Electric Greenway Trail (verbal)
- e) Proposed San Juan Joint Use Agreement
- d) New Property Name Discussion

16. ADJOURNMENT
MOTION #8

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:10 p.m. On a motion by Director Brunberg, seconded by Director Swenson, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Abstentions or Nays.

Mike Stickney, Chairperson

GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
DECEMBER 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906306329	10124000	CALIF ASSOC FOR PARK & RE	Worker's Comp Insurance	9,313.00
1906300279	20202100	REDCORT SOFTWARE INC	Books/Periodicals/Subscriptions	75.00
1906303073	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	117.99
1906300265	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	180.00
1906310519	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	180.00
1906312959	20202100	REDCORT SOFTWARE INC	Books/Periodicals/Subscriptions	90.00
				642.99
1906303296	20203900	MEGAN BRENNAN	Employee Transportation	6.96
1906303289	20203900	SUSAN MYREN	Employee Transportation	81.90
				88.86
1906306330	20205100	CALIF ASSOC FOR PARK & RE	Liability Insurance	29,041.50
1906306333	20205500	HUB INTERNATIONAL	Rental Insurance	130.10
1906303245	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	469.59
1906303073	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	17.23
				486.82
1906302570	20219700	AT&T	Telephone Service	22.91
1906302595	20219700	SPRINT P C S	Telephone Service	13.30
1906306326	20219700	AT&T	Telephone Service	19.86
1906310490	20219700	COMCAST	Telephone Service	591.69
1906312951	20219700	COMCAST	Telephone Service	338.83
				986.59
1906300280	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	160.89
1906310515	20253100	DAVID MCMURCHIE	Legal Services	1,484.00
1906310524	20259100	MTW GROUP	Other Professional Services	3,442.50
1906300265	20259101	N3X MSP INC	IT Services	500.00
1906310519	20259101	N3X MSP INC	IT Services	500.00
				1,000.00
1906303073	20281201	US BANK NATIONAL ASSOCIAT	PC Hardware	411.84
1906303073	20281201	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	0.02
				411.86
1906310519	20281203	N3X MSP INC	PC Supplies	32.40
1906300277	20285100	ELLIOTT GENOVIA	Recreational Services	112.00
1906300268	20285100	CORDOVA RECREATION & PARK	Recreational Services	1,211.25
1906300270	20285100	STEVEN MIRANDA	Recreational Services	1,168.70
1906300271	20285100	CLINT LEMAY	Recreational Services	416.00
1906300275	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	154.00
1906300269	20285100	ADRIAN JANSSEN VAN VUUREN	Recreational Services	1,171.25
1906303284	20285100	RYAN VERMILLION	Recreational Services	306.80
1906303281	20285100	KORI SCOTT	Recreational Services	120.00
1906303277	20285100	ERIN MORRISON	Recreational Services	1,395.00
1906303275	20285100	RICHARD KOWALESKI	Recreational Services	72.00
1906303073	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	52.90
1906306346	20285100	HOLLY COVALT HOLT	Recreational Services	396.00
1906306344	20285100	RESCUE TRAINING INSTITUTE	Recreational Services	112.00
1906306342	20285100	JESSIE WADKINS	Recreational Services	400.00
1906306341	20285100	ALISON LLOYD	Recreational Services	72.00

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
DECEMBER 2019**

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	855,000.00	59,618.90	370,556.46	484,443.54	57%
10112100	Salaries & Wages, Extra Help	430,000.00	14,993.80	227,445.67	202,554.33	47%
10112400	Salaries, Board members	12,000.00	500.00	3,100.00	8,900.00	74%
10121000	Retirement	230,000.00	16,452.20	102,864.21	127,135.79	55%
10122000	Social Security	100,000.00	5,658.41	45,482.18	54,517.82	55%
10123000	Group Insurance	240,000.00	20,166.67	119,179.26	120,820.74	50%
10124000	Worker's Comp. Ins	35,000.00	9,313.00	27,939.00	7,061.00	20%
10125000	Unemployment Insurance	25,000.00	186.24	7,664.09	17,335.91	69%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,927,000.00	126,889.22	904,230.87	1,022,769.13	53%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	1,500.00		1,014.48	485.52	32%
20202100	Books/Periodicals/Subscrip	1,000.00	642.99	2,027.95	(1,027.95)	-103%
20202900	Business/Conference Expense	6,000.00		306.00	5,694.00	95%
20203500	Education/Training Serv.	7,000.00		1,993.25	5,006.75	72%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	1,000.00		-	1,000.00	100%
20203800	Employee Recognition	2,000.00		-	2,000.00	100%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	88.86	1,755.37	1,244.63	41%
20205100	Liability Insurance	60,000.00	29,041.50	58,083.00	1,917.00	3%
20205500	Rental Insurance	4,000.00	130.10	646.38	3,353.62	84%
20206100	Membership Dues	10,000.00		8,810.90	1,189.10	12%
20207600	Office Supplies	9,000.00	486.82	2,924.38	6,075.62	68%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		224.70	7,275.30	97%
20208102	Stamps	3,000.00		492.00	2,508.00	84%
20208500	Printing Services	28,000.00		-	28,000.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	986.59	5,283.60	9,716.40	65%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00	160.89	921.81	4,078.19	82%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00		18.49	181.51	91%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00		-	18,000.00	100%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	15,000.00	1,484.00	47,885.50	(32,885.50)	-219%
20256200	Transcribing Services	1,000.00		-	1,000.00	100%
20257100	Security Services	5,000.00		780.00	4,220.00	84%
20259100	Other Professional Services	22,000.00	3,442.50	26,204.75	(4,204.75)	-19%
20259101	Computer Consultants	8,000.00	1,000.00	2,500.00	5,500.00	69%
20281201	PC Hardware	10,000.00	411.86	530.66	9,469.34	95%
20281202	PC Software	6,000.00		324.00	5,676.00	95%
20281203	PC Supplies	1,000.00	32.40	32.40	967.60	97%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	190,000.00	10,156.90	80,339.06	109,660.94	58%
20285200	Recreational Supplies	40,000.00	6,936.60	23,056.41	16,943.59	42%
20289800	Other Operating Exp - Supplies	2,000.00	30.77	30.77	1,969.23	98%
20289900	Other Operating Exp - Services	2,000.00		40.68	1,959.32	98%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00	5.25	50.75	149.25	75%
	SUB-TOTAL	527,550.00	55,038.03	266,277.29	261,272.71	50%
3000	OTHER CHARGES					
30321000	Interest Expense	14,000.00		13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	429.93	65,894.81	4,105.19	6%
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%
	SUB-TOTAL	86,500.00	429.93	79,393.15	7,106.85	8%

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	200,000.00		25,000.00	175,000.00	
42420200	Struc. & Improvements	268,500.00		37,916.60	230,583.40	86%
43430300	Vehicles/Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	468,500.00	-	62,916.60	405,583.40	87%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	4,000.00		790.22	3,209.78	80%
	SUB-TOTAL	4,000.00	-	790.22	3,209.78	80%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	3,013,550.00	182,357.18	1,313,608.13	1,699,941.87	56%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2019/2020
DECEMBER 2019**

Account Number	Revenue Account	2019/2020 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		0.00	1,340,000.00	0.00%
91910200	Prop. Taxes - Current Unsecured	40,000		0.00	40,000.00	0.00%
91910300	Supplemental Taxes Current	20,000		0.00	20,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,614.99	385.01	96.15%
91910500	Prop. Taxes Supp. Delinq.	500		2,067.38	-1,567.38	413.48%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		0.00	1,000.00	0.00%
91914000	Penalty Costs - Prop. Tax	200		0.00	200.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	1,423,700	0.00	11,682.37	1,412,017.63	0.82%
94941000	Interest Income	14,000		353.00	13,647.00	2.52%
94942900	Building Rental Other	110,000	17,510.67	47,227.30	62,772.70	42.93%
94943900	Cell Tower Leases	29,600	5,223.56	15,670.68	13,929.32	52.94%
94944800	Rec.Concessions Final 9	17,000	1,100.00	9,649.70	7,350.30	56.76%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	260,000		0.00	260,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	#DIV/0!
96963313	Miscellaneous Fees	1,000	876.59	1,777.36	-777.36	177.74%
96964600	Recreation Service Charges	505,000	22,352.14	190,474.36	314,525.64	37.72%
96969700	Security Services	2,500	-44.56	888.00	1,612.00	35.52%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	980.25	2,028.25	-2,028.25	
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	405.27	1,003.72	1,496.28	40.15%
97979000	Revenue - Other	500	3,298.42	4,938.00	-4,438.00	987.60%
98987000	Issuance of Debt	-	0.00	55,608.00	-55,608.00	#DIV/0!
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	957,100	51,702.34	329,618.37	627,481.63	34.44%
	<i>TOTAL BUDGET AMOUNT</i>	2,380,800	51,702.34	341,300.74	2,039,499.26	14.34%

OLLAD EXPENDITURES
FOR THE MONTH ENDING
DECEMBER 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906305899	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supplies/Materials	83.43
1300734775	20211200	LOWES	Building Materials Return - Roof coating	-2,948.88
				-2,865.45
1906303073	20213200	US BANK NATIONAL ASSOCIAT	Electrical Maintenance Supply	47.69
1906300258	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	170.00
1906300260	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	950.00
1906310501	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	300.00
				1,420.00
1906310509	20215200	KNORR SYSTEMS INC	Mechanical System Maintenance Supplies	595.60
1906303073	20216200	US BANK NATIONAL ASSOCIAT	Painting Supplies	416.03
1906305899	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supplies	17.48
1906305899	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	141.55
1300734775	20218200	SITEONE	Supplies - Correction, their misapplied payment	-1,341.27
				-1,199.72
1300731759	20219100	SMUD	Electricity - Rebate for lights	-1,520.00
1906300254	20219100	SMUD	Electricity	5,514.67
				3,994.67
1906306328	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	4,051.53
1300734775	20219200	CAL CARD	Fuel Correction	-50.26
				4,001.27
1906312953	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	2,832.74
1906300247	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	464.45
1906300253	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	377.48
1906310498	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906312955	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
				1,197.65
1906303073	20219800	US BANK NATIONAL ASSOCIAT	Water	46.76
1906306320	20219800	SAN JUAN WATER DISTRICT	Water	201.80
1906306318	20219800	SAN JUAN WATER DISTRICT	Water	109.80
1906310455	20219800	ORANGE VALE WATER COMPANY	Water	3,527.61
				3,885.97
1906305885	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	1,075.86
1906303098	20227500	PLACER EQUIPMENT RENTALS	Rent/Lease Equipment	396.00
1906303073	20227500	US BANK NATIONAL ASSOCIAT	Rent/Lease Equipment	1,000.00
1906306391	20227500	PLACER EQUIPMENT RENTALS	Rent/Lease Equipment	140.00
1906306357	20227500	HOLT OF CALIFORNIA	Rent/Lease Equipment	1,453.27
1906306352	20227500	GREENBACK EQUIPMENT RENTA	Rent/Lease Equipment	390.00
				3,379.27
1906303095	20228200	GORDON COOK	Shop Equipment Maintenance Supply	282.28
1906305899	20228200	AMERICAN RIVER ACE HARDWA	Shop Equipment Maintenance Supply	168.01
				450.29
1906310494	20231400	UNIFIRST CORPORATION	Clothing/Personal Supplies	129.00
1906303245	20232200	BURKETTS OFFICE SUPPLY IN	Custodial Supplies	462.45
1906303073	20232200	US BANK NATIONAL ASSOCIAT	Custodial Supplies	81.36

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
DECEMBER 2019

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditure	Expenditures to Date	Funds Available	% Left	Expenditures to Date
2000	SERVICES & SUPPLIES						
20203500	Education/Training Service	3,000.00		698.24	2,301.76	77%	698.24
20206100	Membership Dues	1,000.00		-	1,000.00	100%	-
20207600	Office Supplies	500.00		9.69	490.31	98%	9.69
20207602	Signs	1,000.00		97.60	902.40	90%	97.60
20207603	Keys	1,500.00		157.61	1,342.39	89%	157.61
20210300	Agricultural/Horticultural Service	12,000.00		2,100.00	9,900.00	83%	2,100.00
20210400	Agricultural/Horticultural Supply	15,000.00		1,643.03	13,356.97	89%	1,643.03
20211200	Building Maint. Supplies	10,000.00	(2,865.45)	7,148.17	2,851.83	29%	10,013.62
20212200	Chemicals	35,000.00		20,518.46	14,481.54	41%	20,518.46
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%	-
20213200	Electrical Maint. Supplies	2,000.00	47.69	1,469.73	530.27	27%	1,422.04
20214100	Land Improv. Maint. Service	34,000.00		10,860.00	23,140.00	68%	10,860.00
20214200	Land Improv. Maint. Supplies	46,000.00		1,888.69	44,111.31	96%	1,888.69
20215100	Mechanical System Maint. Ser	10,000.00	1,420.00	7,535.01	2,464.99	25%	6,115.01
20215200	Mechanical System Maint. Sup	3,000.00	595.60	1,470.95	1,529.05	51%	875.35
20216200	Painting Supplies	1,500.00	416.03	448.25	1,051.75	70%	32.22
20216700	Plumbing Maint. Service	1,000.00		199.00	801.00	80%	199.00
20216800	Plumbing Maint. Supplies	4,000.00	17.48	798.09	3,201.91	80%	780.61
20218100	Irrigation Service	2,000.00		-	2,000.00	100%	-
20218200	Irrigation Supplies	18,000.00	(1,199.72)	7,178.42	10,821.58	60%	8,378.14
20218500	Permit Charges	2,000.00		1,673.25	326.75	16%	1,673.25
20219100	Electricity	88,000.00	3,994.67	33,043.41	54,956.59	62%	29,048.74
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	4,001.27	10,150.70	19,849.30	66%	6,149.43
20219300	Refuse Collection / Disposal Service	24,000.00	2,832.74	9,380.61	14,619.39	61%	6,547.87
20219500	Sewage Disposal Service	14,000.00	1,197.65	6,473.35	7,526.65	54%	5,275.70
20219700	Telephone System	3,000.00		-	3,000.00	100%	-
20219800	Water	53,000.00	3,885.97	38,084.81	14,915.19	28%	34,198.84
20219900	Telephone System Maintenance	3,000.00		-	3,000.00	100%	-
20220500	Auto Maintenance Service	6,000.00		330.69	5,669.31	94%	330.69
20220600	Auto Maintenance Supplies	6,000.00		1,265.50	4,734.50	79%	1,265.50
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%	-
20222600	Expendable Tools	4,000.00		104.44	3,895.56	97%	104.44
20223600	Fuel & Lubricants	18,000.00	1,075.86	8,158.90	9,841.10	55%	7,083.04
20227500	Rent/Lease Equipment	5,000.00	3,379.27	3,529.27	1,470.73	29%	150.00
20228100	Shop Equip. Maint. Service	2,000.00		269.50	1,730.50	87%	269.50
20228200	Shop Equip. Maint. Supplies	7,000.00	450.29	2,044.86	4,955.14	71%	1,594.57
20229100	Other Equip. Maint. Service	2,500.00		273.32	2,226.68	89%	273.32
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%	-
20231400	Clothing/Personal Supplies	4,000.00	129.00	664.69	3,335.31	83%	535.69
20232100	Custodial Service	0.00		-	0.00	#DIV/0!	-
20232200	Custodial Supplies	20,000.00	1,480.94	10,894.55	9,105.45	46%	9,413.61
20250500	Accounting Services	3,000.00		-	3,000.00	100%	-
20252500	Engineering Services	15,000.00		6,084.04	8,915.96	59%	6,084.04
20253100	Legal Services	18,000.00		-	18,000.00	100%	-
20257100	Security Services	20,000.00	1,870.00	10,799.19	9,200.81	46%	8,929.19
20259100	Other Professional Services	38,000.00	905.08	2,221.08	35,778.92	94%	1,316.00
20289800	Other Operating Expenses Sup.	3,500.00	646.50	1,635.88	1,864.12	53%	989.38
	SUB-TOTAL	600,000.00	24,280.87	211,302.98	388,697.02	65%	187,022.11
3000	OTHER CHARGES						
30321000	Interest Expense	0.00		-	0.00	0%	-
30322000	Bond/Loan Redemption	0.00		-	0.00	0%	-
30345000	Taxes/Licenses/Assess Trans	1,300.00		1,199.95	100.05	8%	1,199.95
	SUB-TOTAL	1,300.00	-	1,199.95	100.05	8%	1,199.95
4000	FIXED ASSETS						
42420200	Struc. & Improvements	172,000.00		56,034.05	115,965.95	67%	56,034.05
43430300	Equipment	110,000.00	13,230.00	76,026.76	33,973.24	31%	62,796.76
	SUB-TOTAL	282,000.00	13,230.00	132,060.81	149,939.19	53%	118,830.81
	GRAND TOTAL	883,300.00	37,510.87	344,563.74	538,736.26	61%	307,052.87

**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2019/2020
DECEMBER 2019**

Account Number	Expenditure Account	Budgeted 2019/2020	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	235.14	564.86	71%
20223600	Fuel & Lubricants	600.00	44.83	337.44	262.56	44%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		-	1,000.00	100%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		(2.64)	302.64	101%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	SUB-TOTAL	5,428.00	84.02	569.94	4,858.06	90%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	SUB-TOTAL	0.00	-	-	0.00	0%
	GRAND TOTAL	5,428.00	84.02	569.94	4,858.06	90%

STAFF REPORT



DATE: 1-23-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – DECEMBER 2019

ADMINISTRATION

- Administrator Foell, Supt. Oropeza, Sup. Bain, and Foreman Fuhlrodt inspected the swimming pool for leaks.
- Administrator Foell participated in the CARPD Legislative Conference Call.
- OVparks held its annual Employee Recognition Event on December 13th.
- Administrator Foell, Rec. Supervisor Bain, Admin. Serv. Supervisor Woodford, Finance/HR Supt. Von Aesch, Rec. Coordinator Roberts, Park Supt. Oropeza, MTW Staff, Brad Squires, and Lisa Montes met to discuss the update to the Orangevale Community Center Park master plan.
- Administrator Foell met with Sal Arrigo to discuss participation in the new Kiwanis Club in Orangevale.

RECREATION

- Supervisor Bain and Supervisor Woodford attended the CPRS District 2 General Membership Meeting
- Coordinator Roberts attended YTRS December meeting

December Activities	Enrollment	Attendance	Gross Revenue
Classes			
Aikido Teen/Adult	4		\$ 395.00
Aikido Youth	5		\$ 331.00
American Mahjong	20		\$ 20.00
Babysitting CPR	2		\$ 80.00
Ballet - Baby	2		\$ 64.00
Ballet - Pre Ballet	2		\$ 67.00
Child and Babysitting Safety	2		\$ 130.00
Jazzercise		273	
Karate - Preschool	2		\$ 232.00
Karate - SA Shotokan	9		\$ 1,189.00
Kids Ninja	1		\$ 145.00
Learn to Crochet	3		\$ 153.00
Mini Ninja	1		\$ 82.00
Ukulele	3		\$ 42.00
Classes Sub Total	56	273	\$ 2,930.00
Events			
Tree Lighting		1684	
Events Sub Total	0	1684	\$ -
SENIORS			
Bridge	42		\$ 42.00
M.O.V.E. mid day movie		11	

Senior Lunches		170		
Seniors Sub Total	42	181	\$	42.00
GRAND TOTAL	98	2138	\$	2,972.00

December Gross Revenue Recap –December OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$16,143, \$2,143 over the projected amount. December recreation revenue came in at \$6,254, \$3,746 under the projected amount and facility revenue in came in at \$9,889, \$5,889 over the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in December.*

UPCOMING EVENTS

- February 14th Best Friends Bash
- February 14th Kids Night Out
- February 29th Critter Expo

Orangevale Community Tree Lighting 2019



Casa Roble & Pasteur Band
Harmony Express

Performers:

Kidz Korner - Pershing Elementary Choir



Community Partners:

Orange Vale Water Co. - Orangevale
Grange - Orangevale Chamber



Les Schwab Tire Center—Orangevale
Women's Club—Sacramento Metro Fire
Orangevale Food Bank



Orangevale Rocks—Casa Interact Club
Casa Leadership Class



Special Guest: Santa Claus



Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2019-12-01 to 2019-12-31

Almond Park

Notice To Appear Issued

1) Date/Time: 2019-12-18 16:47

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

Violation 2: 22450 CVC Stop sign violation, Severity: Inf

Off Property

Notice To Appear Issued

1) Date/Time: 2019-12-14 20:52

Violation 1: 14601.2 CVC Suspended License DUI, Severity: Mis

Violation 2: 23247(E) CVC No IID, Severity: Mis

OV Community Center

Parking Citations Issued

1) Date/Time: 2019-12-18 15:54

V1: 22500.1 CVC Stopping/Parking in posted fire lane

V2: 4000(a) CVC No current registration

OV Community Park (Disc Golf)

Parking Citations Issued

1) Date/Time: 2019-12-18 16:09

V1: 5204(a) CVC Current registration tabs not properly displayed

2) Date/Time: 2019-12-18 16:05

V1: 4000(a) CVC No current registration

3) Date/Time: 2019-12-18 16:13

V1: 4000(a) CVC No current registration

Pecan Park

Notice To Appear Issued

1) Date/Time: 2019-12-08 13:23

Violation 1: 14601.1(a) CVC Suspended License, Severity: Inf

2) Date/Time: 2019-12-08 14:07

Violation 1: 11377(a) HS Possession of a controlled substance, Severity: Mis

Violation 2: 11364 HS Paraphernalia, Severity: Mis

Violation 3: 9.36.057.5 SCO Alcohol in Park, Severity: Inf

Violation 4: 16028(a) CVC No Insurance, Severity: Inf

PARKS

Park Infrastructure

All Parks

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff repaired 40 feet and replaced 20 feet of fence at Oak and Filbert and Horse Arena.
- Staff replaced 25 bollards at various parks in the district.
- Staff removed graffiti from Pecan, Horse Arena and Oak and Filbert Park.

Mechanics

- Staff replaced the battery on Kubota trim mower.
- Staff replaced the battery on Ram 2500 truck.
- Staff repaired dump truck bed (a bolt to the bed frame broke and was replaced).

Park Irrigation

All Parks

- All irrigation systems are off.

Park Grounds**All Parks**

- Staff continues with regular detail maintenance in all parks and park restrooms.
- Staff continues to mulch leaves at all parks of the District as weather permits.
- Staff installed 50 yards of decorative mulch in the planters surrounding the Community Center.

Other Reports

- Staff continues to assist Recreation in Youth Center building rental, programed classes, picnic rentals and schedule events.
- Staff helped with the Christmas tree lighting event.

Orangevale Recreation and Park District Committee Assignments

(First Director listed is designated as the Committee Chair)

<u>Committees</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Admin./Finance (Budget)	Steve Caldwell, Sharon Brunberg	Sharon Brunberg, Mike Stickney	Sharon Brunberg, Mike Stickney
Maint./Operations	Lisa Montes, Steve Caldwell	Manie Meraz, Tim Anderson	Erica Swenson, Mike Stickney
Recreation	Manie Meraz, Lisa Montes	Lisa Montes, Tim Anderson	Manie Meraz, Erica Swenson
Personnel/Policy	Steve Caldwell, Sharon Brunberg	Sharon Brunberg, Lisa Montes	Lisa Montes, Sharon Brunberg
Planning	Mike Stickney, Manie Meraz	Mike Stickney, Manie Meraz	Mike Stickney, Lisa Montes
Government	Manie Meraz, Mike Stickney	Manie Meraz, Mike Stickney	Lisa Montes, Manie Meraz
Trails	Sharon Brunberg, Mike Stickney	Mike Stickney, Sharon Brunberg	Sharon Brunberg, Manie Meraz
<u>Committees</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Admin./Finance (Budget)	Sharon Brunberg, Mike Stickney	Mike Stickney, Sharon Brunberg	Mike Stickney, Sharon Brunberg
Maint./Operations	Mike Stickney, Erica Swenson	Erica Swenson, Mike Stickney	Erica Swenson, Mike Stickney
Recreation	Erica Swenson, Manie Meraz	Lisa Montes, Erica Swenson	Lisa Montes, Erica Swenson
Personnel/Policy	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg	Lisa Montes, Sharon Brunberg
Planning	Mike Stickney, Lisa Montes	Mike Stickney, Manie Meraz	Mike Stickney, Manie Meraz
Government	Lisa Montes, Manie Meraz	Manie Meraz, Lisa Montes	Manie Meraz, Lisa Montes
Trails	Manie Meraz, Sharon Brunberg	Sharon Brunberg, Manie Meraz	Sharon Brunberg, Manie Meraz

STAFF REPORT



DATE: 1-23-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF THE ORANGEVALE RECREATION & PARK DISTRICT
FISCAL AUDIT 2018/19**

RECOMMENDATION

Approve the District Audit for fiscal 2018/19 as completed by auditor Larry Bain.

BACKGROUND

The District contracted with Larry Bain, CPA, to conduct the audit for fiscal 2018/19. The audit has been completed and Mr. Bain will present the audit and discuss the findings. The staff responses to the audit findings are included for your review.

RECOMMENDED MOTION

I move that we approve and file the Orangevale Recreation & Park District fiscal audit for 2018/19.

ORANGEVALE RECREATION AND PARK DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2019

ORANGEVALE RECREATION AND PARK DISTRICT

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LARRY BAIN, CPA

An Accounting Corporation

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Orangevale Recreation and Park District
Orangevale, CA

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2019, and the related notes to the financial statements, which collectively make up the basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our Responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Orangevale Recreation and Park District as of June 30, 2019, and the changes in financial position, of those activities and funds for the fiscal year then ended in conformity with U.S. generally accepted accounting principles.

Other Matters

Required Supplementary Information

The Orangevale Recreation and Park District has not presented the Management Discussion and Analysis that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements.

The required supplementary information other than MD&A, as listed in the table of contents as the budgetary comparison for the General fund and landscape and lighting assessment district on pages 23 and 24 the Orangevale Recreation and Park District Employees' Retirement System Schedule of the District's Proportionate Share of the Net Position Liability and the Retirement System Schedule of the District's Contributions on pages 25 and 26; be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Larry Bain, CPA,
An Accounting Corporation
December 2, 2019*

ORANGEVALE RECREATION AND PARK DISTRICT

**STATEMENT OF NET POSITION
JUNE 30, 2019**

	<u>Governmental Activities</u>
Assets	
Cash and investments	\$ 2,624,634
Prepaid expense	-
Due from other government	33,804
Restricted cash and investments	564,789
Capital assets:	
Land	6,212,723
Construction in progress	290,834
Land improvements	2,742,872
Buildings and improvements	4,630,980
Equipment	928,381
Less: accumulated depreciation	<u>(4,536,904)</u>
Capital assets-net	<u>10,268,886</u>
Total Assets	<u>13,492,113</u>
Deferred Outflows of Resources	
Deferred outflows-pensions	<u>789,817</u>
Liabilities	
Current liabilities:	
Claims payable	114,117
Accrued wage	98,958
Deposits	2,100
Accrued interest	6,478
Due within one year	87,226
Non-current liabilities:	
Due in more than one year	<u>1,550,746</u>
Total Liabilities	<u>1,859,625</u>
Deferred Inflows of Resources	
Deferred inflows-pensions	<u>280,044</u>
Total Deferred Inflows of Resources	<u>280,044</u>
Net Position	
Net investment in capital assets	10,059,507
Unrestricted	<u>2,082,754</u>
Total Net Position	<u>\$ 12,142,261</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

Functions/programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Change in Net Position Governmental Activities
Governmental Activities					
Community services/recreation	\$ 2,646,411	\$ 671,090	\$ 572,944	\$ 82,047	\$ (1,320,330)
Interest on long-term debt	11,539	-	-	-	(11,539)
Total Governmental Activities	\$ 2,657,950	\$ 671,090	\$ 572,944	\$ 82,047	(1,331,869)

General Revenues:

Taxes:

Property tax, levied for general purposes	1,425,092
Investment income	61,260
Other	4,407
Total general revenues	1,490,759
Change in net position	158,890
Net position - beginning	12,012,079
Prior period adjustment	(28,708)
Net position - ending	\$ 12,142,261

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2019**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
Assets						
Cash and investments	\$ 1,764,567	\$ 840,243	\$ -	\$ -	\$ 19,824	\$ 2,624,634
Prepaid expense	-					-
Due from other government	16,430	9,173	6,526	1,455	220	33,804
Restricted cash and investments	-	-	438,144	126,645	-	564,789
Total Assets	\$ 1,780,997	\$ 849,416	\$ 444,670	\$ 128,100	\$ 20,044	\$ 3,223,227
Liabilities						
Claims payable	\$ 65,771	\$ 48,252	\$ -	\$ -	\$ 92	\$ 114,115
Accrued payroll	98,958		-	-	-	98,958
Deposits	2,100	-			-	2,100
Total Liabilities	166,829	48,252	-	-	92	215,173
Fund Balances						
Restricted	-	-	444,670	128,100	-	572,770
Assigned	1,177,764	801,164	-	-	19,952	1,998,880
Unassigned	436,404	-	-	-	-	436,404
Total Fund Balances	1,614,168	801,164	444,670	128,100	19,952	3,008,054
Total Liabilities and Fund Balances	\$ 1,780,997	\$ 849,416	\$ 444,670	\$ 128,100	\$ 20,044	\$ 3,223,227

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT
RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
JUNE 30, 2019

Fund Balances of Governmental Funds	\$ 3,008,054
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets, net of accumulated depreciation, are not current financial resources and are not included in the governmental funds.	10,268,886
Some liabilities, including long-term debt, accrued interest and compensated absences are not due and payable in the current period and therefore are not reported in the funds.	
Compensated absences	(69,502)
Accrued interest	(6,478)
Net pension liability, deferred inflows/outflows	(849,320)
Long-term debt	<u>(209,379)</u>
Net position of governmental activities	<u>\$ 12,142,261</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**GOVERNMENTAL FUNDS
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

	Major Funds			Non-Major Funds		Total Governmental Funds
	General Fund	Orangevale Landscape & Lighting District	Park Development Fees	Developer In-Lieu Fees	Kenneth Grove Assessment District	
Revenues						
Property taxes	\$ 1,411,778	\$ -	\$ -	\$ -	\$ -	\$ 1,411,778
Intergovernmental revenues	13,314	-	-	-	-	13,314
Charges for current services	507,747	-	-	-	-	507,747
Special assessments	-	567,552	55,391	26,656	5,392	654,991
Use of money and property	195,020	15,676	11,523	2,001	383	224,603
Other revenues and reimbursements	4,407	-	-	-	-	4,407
Total Revenues	2,132,266	583,228	66,914	28,657	5,775	2,816,840
Expenditures						
Salaries and benefits	1,513,077	-	-	-	-	1,513,077
Services and supplies	474,137	482,954	-	-	2,550	959,641
Capital outlay	64,027	-	-	-	-	64,027
Debt service						
Principal	63,315	-	-	-	-	63,315
Interest	13,498	-	-	-	-	13,498
Total Expenditures	2,128,054	482,954	-	-	2,550	2,613,558
Total revenues over (under) expenditures Before other financing sources (uses)	4,212	100,274	66,914	28,657	3,225	203,282
Other financing sources (uses)						
Operating transfers in	103,574	-	-	-	-	103,574
Operating transfers out	-	-	(103,574)	-	-	(103,574)
Total Other Financing Sources (Uses)	103,574	-	(103,574)	-	-	-
Net Change in Fund Balances	107,786	100,274	(36,660)	28,657	3,225	203,282
Fund Balances, July 1, 2018	1,535,090	700,890	481,330	99,443	16,727	2,833,480
Prior period adjustment	(28,708)	-	-	-	-	(28,708)
Fund Balances, June 30, 2019	\$ 1,614,168	\$ 801,164	\$ 444,670	\$ 128,100	\$ 19,952	\$ 3,036,762

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,
EXPENDITURES, AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

Net Change in Fund Balances - Total Governmental Funds	\$ 203,282
<p>Amounts reported for governmental activities in the Statement of Activities differs from the amounts reported in the Statement of Revenues, Expenditures and Changes in Fund Balances because:</p>	
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the costs of those assets are allocated over their estimated useful lives as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. This activity is reconciled as follows:</p>	
Cost of assets capitalized	64,027
Depreciation expense	(212,401)
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	63,315
Accrued interest reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported in governmental funds.	1,959
Changes in proportions from the pension do not effect expenditures in the governmental funds, but the change is adjusted through expense in the government-wide statement.	35,235
Compensated absences reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported in governmental funds.	<u>3,473</u>
Change in net position of governmental activities	<u>\$ 158,890</u>

The notes to the financial statements are an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies

The District was organized by a vote of the public. It is operated under the direction of a five-member board duly elected and empowered by the electorate with sole authority over the District operations. Although the District is independent from the Sacramento County Board of Supervisors, its financial activities are processed through the County Auditor-Controller's Office.

In addition to providing recreational programs and services to the community, the District maintains park sites. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant accounting policies:

A. Reporting Entity

The District has defined its reporting entity in accordance with accounting principles generally accepted in the United States of America, which provide guidance for determining which governmental activities, organizations, and functions should be included in the reporting entity. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The primary criterion for including a potential component unit within the reporting entity is the governing body's financial accountability. A primary governmental entity is financially accountable if it appoints a voting majority of a component unit's governing body and it is able to impose its will on the component unit, or if there is a potential for the component unit to provide specific financial benefits to, or impose specific financial burdens on, the primary government. A primary government may also be financially accountable if a component unit is fiscally dependent on the primary governmental entity regardless of whether the component unit has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board.

Based upon the aforementioned oversight criteria, the following are component units:

The Orangevale Landscape and Lighting District and the Kenneth Grove Assessment District are included in the special revenue funds of the District.

B. Basis of Accounting

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or, for property tax revenues, in the period for which levied. Expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. Resources not available to finance expenditures and commitments of the current period are recognized as deferred revenue or as a reservation of fund balance. The District considers property taxes available if they are collected within sixty-days after year-end. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt, as well as compensated absences and claims and judgments are recorded only when payment is due. General capital acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financial sources.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

C. Non-Current Governmental Assets/Liabilities

GASB Statement 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the Governmental Activities column in the government-wide statement of net position.

D. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government. Governmental activities are supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function. Program revenues include 1) charges paid by the recipient of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in separate columns. All remaining governmental funds are separately aggregated and reported as non-major funds.

Governmental Fund Types

Governmental funds are used to account for the District's expendable financial resources and related liabilities (except those accounted for in proprietary funds). The measurement focus is based upon determination of changes in financial position. The following are the District's governmental funds:

General Fund - This fund accounts for all the financial resources not required to be accounted for in another fund. This fund consists primarily of general government type activities.

Special Revenue Funds - These funds account for the activity of the developer in lieu fees, impact fees as well as the two landscape and lighting maintenance districts that are legally restricted to expenditures for specific purposes.

The District does not operate enterprise funds.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 1: Summary of Significant Accounting Policies (Continued)

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Restricted Assets

Restricted assets are financial resources generated for a specific purpose such as construction of improvements and financing of debt obligations. These amounts are restricted, as their use is limited by applicable bond covenants or other external requirements.

G. Compensated Absences

Compensated absences represent the vested portion of accumulated vacation. In accordance with GASB 16, the liability for accumulated leave includes all salary - related payments that are directly and incrementally connected with leave payments to employees, such as retirement pay. A current liability has been recorded in the governmental fund type to account for these vested leave accruals, which are expected to be used within the next fiscal year. At June 30, 2019, a long-term liability of \$69,502 for governmental activities has been recorded in the government-wide, statement of net position for unpaid vacation leave.

H. Property Taxes

The District receives property taxes from the County of Sacramento, which has been assigned the responsibility for assessment, collections, and apportionment of property taxes for all taxing jurisdictions within the County. Secured property taxes are levied on January 1 for the following fiscal year and on which date it becomes a lien on real property. Secured property taxes are due in two installments on November 1 and February 1 and are delinquent after December 10 and April 10, respectively, for the secured roll. Based on a policy by the County called the Teeter Plan, 100% of the allocated taxes are transmitted by the County to the District, eliminating the need for an allowance for uncollectible taxes. The County, in return, receives all penalties and interest. Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid by August 31. Property tax revenues are recognized in the fiscal year they are received.

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

I. Capital Assets

Capital assets, recorded at historical cost or estimated historical cost if actual historical cost is not available, are reported in the governmental activities and business-type activities columns of the government-wide financial statements. Capital assets include land, buildings and site improvements and equipment and machinery. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Depreciation is recorded in the government-wide financial statements on the straight-line basis over the useful life of the assets as follows:

<u>Assets</u>	<u>Useful Life</u>
Buildings	50 years
Building improvements	10-20 years
Site improvements	10-20 years
Equipment and machinery	5 to 20 years

J: Deferred Inflows of Resources

Deferred inflows of resources in governmental funds arise when potential revenue does not meet the “available” criteria for recognition in the current period. Deferred inflows of resources (deferred revenue in accrual based statements) also arises when resources are received by the District before it has a legal claim to them (i.e., when grant monies are received prior to the incurrence of qualifying expenditures).

K. Interfund Transactions

Operating transfers are transactions to allocate resources from one fund to another fund not contingent on the incurrence of specific expenditures in the receiving fund. Interfund transfers are generally recorded as operating transfers in and operating transfers out in the same accounting period. Transfers between governmental funds are netted as part of the reconciliation to the government-wide presentation.

L. Pensions

For purpose of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District’s Sacramento County Employees’ Retirement System (SCERS) plans (Plan) and additions to/deductions from the Plan’ fiduciary net position have been determined on the same basis as they are reported by SCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Note 2: Cash and Investments

Cash and investments at June 30, 2019, consisted of the following:

Checking account	\$ 17,701
Imprest cash	200
Cash and investments with County Treasurer	3,171,522
Total cash and investments	<u>\$ 3,189,423</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 2: Cash and Investments (Continued)

A. Investments Authorized by the California Government Code and the Entity’s Investment Policy

The table below identifies the **investment types** that are authorized for the Orangevale Recreation and Park District by the California Government Code (or the District’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District’s investment policy, where more restrictive) that address **interest rate risk, credit risk and concentration of credit risk**. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Percentage of Portfolio</u>	<u>Investment in One Issuer</u>
Investment pools authorized under CA			
Statutes governed by Government Code	N/A	None	\$40 million
U.S. Treasury Obligations	5 years	None	None
Bank Savings Accounts	N/A	25%	None
Federal Agencies	5 years	75%	None
Commercial Paper	180 days	20%	None
Negotiable Certificates of Deposit	180 days	20%	None
Re-Purchase Agreements	180 days	20%	None
Corporate Debt	5 years	25%	None

B. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates that will adversely affect the fair value of and investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the District’s investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District’s investment maturity:

<u>Investment Type</u>	<u>Totals</u>	<u>Remaining Maturity (in Months)</u>	
		<u>12 Months or Less</u>	<u>13-48 Months</u>
Sacramento County*	\$ 3,171,522	\$ 3,171,522	\$ -
Totals	\$ 3,171,522	\$ 3,171,522	\$ -

*Not subject to categorization

C. Concentrations of Credit Risk

The investment policy of the District contains limitations on the amount that can be invested in any one issuer. There are no investments to one issuer exceeding those limits.

D. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposit or will not be able to recover collateral securities that are in the possession of an outside party.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 2: Cash and Investments (Continued)

D. Custodial Credit Risk (Continued)

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment of collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits; The California Government Code requires that a financial institution secured deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first deed mortgage notes having a value of 150% of the secured public deposits.

At June 30, 2019, the District's deposits balance was \$10,842 and the carrying amount was \$17,701. The difference between the bank balance and the carrying amount was due to normal outstanding checks and deposits in transit. Of the bank balance all was covered by the Federal Depository Insurance or by collateral held in the pledging bank's trust department in the District's name.

E. Investment in Government Pool

Investments are accounted for in accordance with the provisions of GASB Statement No. 31, which requires governmental entities to report certain investments at fair value in the balance sheet and recognize the corresponding change in fair value of investments in the year in which the change occurred. The District reports its investment in the Sacramento County investment pool at fair value based on quoted market information obtained from fiscal agents or other sources if the change is material to the financial statements.

Note 3: Property Plant and Equipment

Activity for general fixed assets capitalized by the District is summarized below:

	Balance July 1, 2018	Additions Adjustments	Retirements/ Adjustments	Balance June 30, 2019
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 6,212,723	\$ -	\$ -	\$ 6,212,723
Construction in progress	234,031	56,803		290,834
Capital assets, being depreciated:				
Land improvements	2,735,647	7,225		2,742,872
Buildings and improvements	4,630,980			4,630,980
Equipment	928,381			928,381
Total capital assets, being depreciated	8,295,008	7,225	-	8,302,233
Less accumulated depreciation for:				
Land improvements	(1,751,795)	(77,406)		(1,829,201)
Buildings and improvements	(1,834,203)	(111,599)		(1,945,802)
Equipment	(738,505)	(23,396)		(761,901)
Total accumulated depreciation	(4,324,503)	(212,401)	-	(4,536,904)
Total capital assets, being depreciated, net	3,970,505	(205,176)	-	3,765,329
Governmental activities capital assets, net	\$ 10,417,259	\$ (148,373)	\$ -	\$ 10,268,886

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 4: Long-Term Liabilities

The following is a summary of changes in the governmental activities long-term liabilities for the fiscal year ended June 30, 2019:

	Balance July 1, 2018	Additions	Retirements	Balance June 30, 2019	Due Within One Year
Compensated absences	\$ 72,975	\$ 38,081	\$ (41,554)	\$ 69,502	\$ 20,777
Net pension liability	1,455,733		(96,642)	1,359,091	-
Capital lease	272,694		(63,315)	209,379	66,449
Total	\$ 1,801,402	\$ 38,081	\$ (201,511)	\$ 1,637,972	\$ 87,226

Governmental activities long-term debt obligations consisted of the following:

Compensated Absences

The District recognizes the accumulated unpaid employee vacation benefits as a liability and the long-term portion is recorded as compensated absences in the government-wide statement of net position. The current portion, if any, is also recorded in the fund financial statement in the general fund.

Capital Lease

The District purchased property adjacent to an existing park for \$800,000. A capital lease was obtained to finance the purchase. Fifteen annual payments in the amount of \$76,814, for both principal and interest, will commence on November 15, 2007 and end November 15, 2021 with a prepayment option beginning November 15, 2013. The annual interest rate on this lease is 4.95%.

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2019, are as follows:

Fiscal Year Ended June 30,	
2020	\$ 76,814
2021	76,814
2022	76,814
Total minimum lease payments	230,442
Less: Amount representing interest	(21,063)
Present value of minimum lease payments	\$ 209,379

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2019

Note 5: Park Dedication Fund

The County maintains two funds for the benefit of the Orangevale Recreation and Park District. The corpus of the funds consist of in lieu fees paid by developers of subdivisions within the boundaries of the District. The use of these funds by the District is restricted for the purpose of providing park and recreation facilities to serve the population. The funds are collected by the County of Sacramento building department as part of the developer building fees and then transferred to a District funds established for developer fees. The Board of Directors is required by resolution to authorize transfer of the funds into the general fund of the District, to be spent on restricted projects benefiting the community. The activity of these funds is recorded in special revenue funds of the District.

Note 6: Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District together with other districts in the State carry California Association For Park And Recreation Insurance (CAPRI), a public entity risk pool currently operating as a common risk management and insurance program for member districts. The District pays an annual premium to CAPRI for its general insurance coverage. Furthermore the District carries workers compensation coverage with other districts in the State through CAPRI. Membership in the California Association of Recreation and Park Districts is required when applying for CAPRI.

The Agreement for Formation provides that CAPRI will be self-sustaining through member premiums. CAPRI reinsures through commercial companies for general and automobile liability excess claims and all risk property insurance, including boiler and machinery coverage, is subject to a \$2,000 deductible occurrence payable by the District. Financial statements for CAPRI are available at the District's office for fiscal year ending June 30, 2019. Settlements have not exceeded insurance coverage in any of the last three years.

Note 7: Lease Income

The District derives a portion of its revenue from the rental of real property based on a fixed lease amount. All leases of the District are treated as operating leases for accounting purposes. Lease terms are for a period of five years and can be terminated by lessor at any time and without cause by giving the District thirty days written notice of termination. Because these are cancelable leases we do not present the operating revenue over the term of the lease.

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan

A. General Information about the Pension Plans

Plan Descriptions –The Orangevale Recreation and Park District contributes to the Sacramento County Employees' Retirement System (SCERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by SCERS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefits are established by the County Employees' Retirement Act of 1937, section 31540, et seq. of the California Government Code. SCERS issues a separate actuarial report that includes financial statements and required supplementary information at www.scers.org.

Benefits Provided – SCERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Contributions to the plan are made pursuant to Section 31584 of the County Employees Retirement Law of 1937. Active plan members in the District's defined pension plan are required to contribute 10.86% of their bi-monthly covered salary over \$161 for classic members and 9.37% of all salary for PEPRA members. The District is required to contribute the actuarially determined remaining amounts.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the SCERS' Board of Administration. Under the actuarial funding method used by the System, investments are valued at fair value and all unrealized gains and losses are recognized over the next five years, therefore, contribution rates reflect the impact of market fluctuations on investments during the five-year period after they occur.

The Plans' provisions and benefits in effect at June 30, 2019, are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 55	2% @ 62
Benefit vesting s chedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	52 - 67
Benefits , as a % of eligible compensation	1.5% to 2%	1.0% to 2%
Required employee contribution rates	10.86%	9.37%
Required employer contribution rates	26.92%	25.34%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2019, the contributions recognized as part of pension expense for each Plan were as follows:

Contributions-employer	\$	182,077
------------------------	----	---------

***B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources
Related to Pensions***

As of June 30, 2019, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	<u>Proportionate share of Net pension liability</u>
Miscellaneous Plan	\$ 1,359,091

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. For the June 30, 2019 reporting period, the net pension liability of each of the Plans is measured as of June 30, 2018, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

The District's proportionate share of the net pension liability as of June 30, 2018 and 2019 was as follows:

Proportion - June 30, 2018	0.070%
Proportion - June 30, 2019	0.069%
Change - Increase (Decrease)	-0.001%

For the year ended June 30, 2019, the District recognized pension expense of \$195,380. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ (29,730)
Changes in assumptions	334,947	
Net difference between projected and actual earnings on pension plan investments		(92,336)
Changes in proportion Difference in proportionate share of contributions		(4,324)
District contributions subsequent to the measurement date	182,077	
Total	<u>\$ 517,024</u>	<u>\$ (126,390)</u>

\$182,077 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period Ended June 30:</u>		
2020	\$	171,477
2021	\$	105,825
2022	\$	(32,746)
2023	\$	(35,999)
2024	\$	-
Thereafter	\$	-

Actuarial Assumptions – The total pension liabilities in the June 30, 2017 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>
Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Actuarial Cost Method	Entry-Age Normal Cost Metho
Actuarial Assumptions:	
Discount Rate	7.00%
Inflation	3.00%
Projected Salary Increase	4.50% to 10.75%
Investment Rate of Return	7.00%

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 8: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

Discount Rate – The discount rates used to measure the Total Pension Liability (TPL) were 7.00% as of valuation dates June 30, 2017 and June 30, 2016, respectively. The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the pension Plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL as of both June 30, 2017 and June 30, 2016 valuation dates.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation (approved by the Board) and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before deducting investment expenses, used in the derivation of the long-term expected investment rate of return assumption are summarized in

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
U.S. Large Cap Equity	17.00%	5.61%
U.S. Small Cap Equity	4.00%	6.37%
International Developed Equity	16.00%	6.96%
Emerging Market Equity	4.00%	9.28%
High Yield Bonds	1.00%	3.65%
Bank Loans	1.00%	2.96%
Growth Oriented Abs. Return	3.00%	4.97%
Private Equity	9.00%	8.70%
Private Credit/Debt	4.00%	5.10%
Core/Core Plus Bonds	10.00%	1.06%
Global Bonds	3.00%	0.07%
U.S. Treasury	5.00%	0.16%
Diversifying Abs. Return	7.00%	3.04%
Private Real Estate	7.00%	4.37%
Private Assets	7.00%	7.74%
Commodities	2.00%	3.76%

the following table: (1) An expected inflation of 3.25% used for this period

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District’s proportionate share of the net pension liability (NPL) for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the NPL would be if it were calculated using a discount rate 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Discount Rate -1%</u>	<u>Current Discount</u>	<u>Discount Rate +1%</u>
	<u>(6.00%)</u>	<u>Rate (7.00%)</u>	<u>(8.00%)</u>
Miscellaneous	\$ 2,446,848	\$ 1,359,091	\$ 470,564

ORANGEVALE RECREATION AND PARK DISTRICT

NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2019

Note 9: Prior Period Adjustment

A prior period adjustment was made reducing beginning fund balance in the general fund and beginning net position in the government-wide financial statements \$28,708 to adjust for part time accrued wages from the July 6, 2018 pay date that should have been accrued as of June 30, 2018.

Note 10: Post Employment Health Care Benefits

On August 20, 2015 the District Board of Directors approved participating in the retiree health care program with Sacramento County. The County retiree medical and dental premiums, contribution levels and eligibility and participation rules are reviewed and approved annually and at other times as needed. The District and all its retirees shall be subject to the same eligibility requirements and all other rules governing the County Retiree Health Insurance Program.

Plan Description The plan is a single-employer plan and it does not issue a publicly available report. The District participates in the County of Sacramento plan, which provides medical and dental insurance and subsidy/offset payments as authorized by the Board of Supervisors on an annual basis. The Board of Supervisors must approve the benefit annually or it is terminated.

All annuitants are eligible to enroll in a retiree medical and/or dental insurance plan in a given calendar year if (1) they began receiving a continuing retirement allowance from SCERS during the calendar year, or (2) they were enrolled in the annual plan previously approved by the County, or (3) they previously waived coverage but elected to enroll during the County authorized enrollment period with a coverage date effective January of the calendar year.

The amount of any medical subsidy/offset payments made available to eligible annuitants shall be calculated based upon the annuitants SCERS service credits.

Neither SCERS nor the County guarantees that a subsidy/offset payment will be made available to annuitants for the purchase of County-sponsored medical and/or dental insurance. Subsidy/offset payments are not a vested benefit of District employees or SCERS membership.

The amount of the subsidy/offset payment, if any, payable on account of enrollment in a County sponsored retiree medical and/or dental insurance plan is established within the sole discretion of the County Board of Supervisors. The amount of the subsidy/offset payments, the funding policy, the annual OPEB Cost and Net OPEB Obligation as well as the funding status and actuarial methods and assumptions can be found in the Sacramento County Comprehensive Annual Financial Report.

Note 11: ERAF Property Tax Shift

During the 2018-2019 fiscal year the County of Sacramento Department of Finance Auditor Controller Division shifted \$219,378 (estimated) property tax revenue from the Orangevale Recreation and Park District to the educational revenue augmentation fund (ERAF). The ERAF I property tax shift started during the 1992-1993 fiscal year to help solve the State budget crisis. The ERAF I shifts property tax revenues, designated for special districts, to community colleges and schools K-12. The accumulated total property tax revenues shifted from Orangevale Recreation and Park District from the 1992-1993 fiscal year through the 2018-2019 fiscal year was \$4,016,252.

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 12: Gann Limit

Total Subject Revenue 2018-19	\$ 2,066,769
Amount of limit for 2018-19	<u>3,453,871</u>
 Amount (under)/over limit	 <u>\$ (1,387,102)</u>

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriation from proceeds of taxes. Under Section 10.5 of Article XIII B the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for inflation and population factors as supplied by the State Department of Finance.

Note 13: Fund Balances – Governmental Funds

The District adopted a policy for GASB Statement No. 54, Fund Balance Reporting. GASB 54 establishes fund balance classifications that comprise a hierarchy based on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. While the classifications of fund balance in the District's various governmental funds were revised, the implementation of this standard had no effect on total fund balance. Detailed information on governmental fund-type, fund balances are as follows:

	General Fund	Orangevale Landscape & Lighting District	Developer In-Lieu Fees	Park Development Fees	Kenneth Grove Assessment District
Restricted for:					
Developer Deposits	\$ -	\$ -	\$ 128,100	\$ 444,670	\$ -
Total restricted	<u>-</u>	<u>-</u>	<u>128,100</u>	<u>444,670</u>	<u>-</u>
Committed	-	-	-	-	-
Assigned for:					
Capital replacement - Swimming Pool	200,000	-	-	-	-
Capital Replacement - Community Center	150,000	-	-	-	-
Capital Replacement - Parking Lots & Pathways	50,000	-	-	-	-
Capital Replacement - Park Equipment	145,014	-	-	-	-
Maintenance	-	474,864	-	-	19,952
Next years budget	632,750	326,300	-	-	-
Total assigned	<u>1,177,764</u>	<u>801,164</u>	<u>-</u>	<u>-</u>	<u>19,952</u>
Unassigned	<u>436,404</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total fund balance	<u>\$ 1,614,168</u>	<u>\$ 801,164</u>	<u>\$ 128,100</u>	<u>\$ 444,670</u>	<u>\$ 19,952</u>

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2019**

Note 14: Commitments and Contingent Liabilities

Grants are subject to audit to determine compliance with their requirements. District officials believe that if any refunds are required, they would not have a significant effect on the financial condition or liquidity of the District.

In the normal course of business, the District is a defendant in various lawsuits. Defence of lawsuits are typically handled by the District's insurance carrier and losses, if any, are expected to be covered by insurance. The District is unaware of any pending litigation or other contingencies which would have a material effect on the financial condition or liquidity of the District.

As of June 30, 2019 the District had professional service agreements and had committed to a long-term copier operating lease.

Note 15: Subsequent Events

On September 12, 2019 the District closed escrow, purchasing three buildings on approximately 3.76 acres of land in two parcels for a purchase price of \$917,500. To finance the purchase the District entered into a capital lease agreement on September 1, 2019 with CSDA Finance Corporation which was then assigned to Capital One Public Funding, LLC. The debt incurred under the capital lease was \$993,000 of which \$894,392 was used to payoff the remaining purchase price plus closing fees on the land purchase, \$43,000 was used to pay the cost of issuance for the capital lease and \$55,608 was sent to the District to be used for tenant improvements and reimbursement of the \$25,000 down payment on the property. The semi-annual debt payments start on March 1, 2020 through September 1, 2039 with semi-annual principal and interest payments ranging from \$32,150.15 to \$34,530.

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Property taxes	\$ 1,388,700	\$ 1,388,700	\$ 1,411,778	\$ 23,078
Intergovernmental revenues	285,000	285,000	13,314	(271,686)
Charges for current services	473,500	473,500	507,747	34,247
Use of money and property	142,600	142,600	195,020	52,420
Other revenues	3,000	3,000	4,407	1,407
Total Revenues	2,292,800	2,292,800	2,132,266	(160,534)
Expenditures				
Salaries and benefits	1,832,000	1,832,000	1,513,077	318,923
Services and supplies	506,300	506,300	474,137	32,163
Debt service	84,000	84,000	76,813	7,187
Capital outlay	270,000	270,000	64,027	205,973
Total Expenditures	2,692,300	2,692,300	2,128,054	564,246
Total revenues over (under) expenditures				
Before other financing sources (uses)	(399,500)	(399,500)	4,212	403,712
Other financing sources (uses)				
Operating transfers in			103,574	103,574
Total Other Financing Sources (Uses)	-	-	103,574	103,574
Net Change in Fund Balance *	\$ (399,500)	\$ (399,500)	107,786	\$ 507,286
Fund Balances, July 1, 2018			1,535,090	
Prior Period Adjustment			(28,708)	
Fund Balances, June 30, 2019			\$ 1,614,168	

* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
ORANGEVALE LANDSCAPE AND LIGHTING DISTRICT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Assessments	\$ 555,000	\$ 555,000	\$ 567,552	\$ 12,552
Use of money and property	2,000	2,000	15,676	13,676
Total Revenues	<u>557,000</u>	<u>557,000</u>	<u>583,228</u>	<u>26,228</u>
Expenditures				
Services and supplies	568,200	568,200	482,954	85,246
Capital outlay	180,000	180,000	-	180,000
Total Expenditures	<u>748,200</u>	<u>748,200</u>	<u>482,954</u>	<u>265,246</u>
Net Change in Fund Balance	<u>\$ (191,200)</u>	<u>\$ (191,200)</u>	100,274	<u>\$ 291,474</u>
Fund Balances, July 1, 2018			<u>700,890</u>	
Fund Balances, June 30, 2019			<u>\$ 801,164</u>	

* Budget was balanced using carryover fund balance.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE PLAN'S PROPORTIONATE SHARE OF THE NET PENSION
LIABILITY
JUNE 30, 2019**

<u>Reporting Date For Employer under GASB 68 as of June 30</u>	<u>District's proportion of the net pension liability (asset)</u>	<u>District's proportionate share of the net pension liability (asset)</u>	<u>District's covered-employee payroll</u>	<u>District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll</u>	<u>Plan fiduciary net position as a percentage of the total pension liability</u>
6/30/2014	0.079%	\$1,117,117	\$575,000	194.28%	83.94%
6/30/2015	0.062%	\$476,789	\$611,000	78.03%	93.16%
6/30/2016	0.066%	\$760,573	\$592,000	128.48%	89.46%
6/30/2017	0.075%	\$1,307,940	\$593,000	220.56%	83.21%
6/30/2018	0.070%	\$1,455,733	\$590,000	246.73%	82.52%
6/30/2019	0.069%	\$1,359,091	\$639,000	212.69%	84.67%

* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years. However, until 10-year trend is compiled, only information for those years for which is available.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF DISTRICT CONTRIBUTIONS
JUNE 30, 2019**

<u>Reporting Date For Employer under GASB 68 as of June 30</u>	<u>Contractually required contribution</u>	<u>Contributions in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>District's covered employee payroll</u>	<u>Contribution as a percentage of covered employee payroll</u>
6/30/2014	\$162,000	(\$162,000)	\$0	\$575,000	28.17%
6/30/2015	\$172,000	(\$172,000)	\$0	\$611,000	28.15%
6/30/2016	\$180,000	(\$180,000)	\$0	\$592,000	30.41%
6/30/2017	\$165,000	(\$165,000)	\$0	\$593,000	27.82%
6/30/2018	\$149,000	(\$149,000)	\$0	\$590,000	25.25%
6/30/2019	\$148,000	(\$148,000)	\$0	\$639,000	23.16%

* The amounts presented for each fiscal year were determined as of the fiscal year-end

The schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is complied, only information for those years for which information is available is presented.

The note to the required supplementary information is an integral part of this statement

ORANGEVALE RECREATION AND PARK DISTRICT

**NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2019**

Note 1: Budgets and Budgetary Accounting:

As required by State law the District prepares and legally adopts a final operating budget. Public hearings were conducted on the proposed and final budget to review all appropriations and the sources of financing.

The budgets for the general fund and special revenue funds are adopted on the modified accrual basis of accounting.

At the object level, actual expenditures cannot exceed budgeted appropriations. Management can transfer budgeted amounts between expenditure accounts within an object without the approval of the Board of Directors. Significant amendments and appropriation transfers between objects or funds must be approved by the Board of Directors. Appropriations lapse at fiscal year-end.

The budgetary data presented in the accompanying financial statements includes all revisions approved by the Board of Directors.

STAFF REPORT



DATE: 1-23-20

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: **APPROVAL OF THE AGREEMENT WITH THE CHAMBER OF COMMERCE TO HOLD THE ORANGEVALE TOWN FAIR EVENT IN ORANGEVALE COMMUNITY PARK FROM MAY 29-May 31, 2020**

RECOMMENDATION

Approve the agreement with the Orangevale Chamber of Commerce, to rent the entire Orangevale Community Park area, with the exception of Shady Oaks Disc Golf Course, to hold the Orangevale Town Fair (formerly Pow Wow Days) event in Orangevale Community Park from May 29 through May 31, 2020.

BACKGROUND

The Orangevale Chamber of Commerce has historically held their yearly event in Orangevale Community Park. The event proceeds support the Orangevale Chamber of Commerce and many local non-profits. Due to the longevity of this agreement OVparks has charged the Chamber of Commerce a flat fee of \$2,250 for the duration of their use for this event. All Events Mgt. Group Inc., a private event management company, will be the point of contact for this event. Set-up for this three-day event will begin Sunday May 24th at 12 p.m. through Friday, May 29th at 1 p.m. The event itself will run from May 29th, Friday afternoon, to Sunday evening May 31th. The tear down will be from May 31st, Sunday evening at 9 p.m. to Monday June 1st at 5 p.m.

This event will host live music, carnival booths and rides, food, merchandise vendors, and alcoholic beverages contained within the fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. The event will also be utilizing the District's electrical hook-ups and water. The expected attendance for this three-day event is 10,000 people. The event will be free for spectators and will be open during the three days from mid-morning to late evening.

RECOMMENDED MOTION

I move we approve the Agreement with the Chamber of Commerce to hold the Orangevale Town Fair Event in Orangevale Community Park from May 29 - May 31, 2020 and move to authorize the District Administrator to execute the agreement.



Orangevale Recreation & Park District
 6826 Hazel Avenue Orangevale, CA 95662
 Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

<u>District Use Only</u>
Permit #: _____
Approved by: _____

RENTAL APPLICATION

Please fill out this form completely and submit this form and payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Individual: Lisa Montes

Name of Organization (if applicable): Orangevale Chamber of Commerce

Authorized Representative: Brad Squires or Lisa Montes
To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act of the group's behalf.

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: EX504944

Address: 8897 Greenback Lane City: Orangevale Zip: 95662

Phone number: 916-988-0175 Fax number: _____ E-mail: info@orangevalechamber.com

Alternate contact: Lisa Montes Phone number: 916-532-6069

FACILITY REQUESTED

- **Orangevale Community Center - 6826 Hazel Avenue**
 - Auditorium (capacity 300 dining)
 - Meeting Room (capacity 100 dining)
 - Gym (if an athletic event)
 - Classroom (capacity 25)
 - Use of stage
 - Kitchen
- **Orangevale Community Center Athletic Fields - 6826 Hazel Avenue**
 - Soccer (overlaps softball fields)
 - Softball #1 (north)
 - Softball #2 (south)
- **Orangevale Youth Center Complex - 6745 Hazel Avenue**
 - Orangevale Youth Center (capacity 49)
 - Orangevale Youth Center Baseball field
- **Orangevale Community Park - 7301 Filbert Avenue**
 - Soccer field #1
 - Soccer field #2
 - Horse Arena
 - Group Picnic Area (capacity 100)
 - Family Picnic Area (capacity 32)
 - Amphitheater
 - Pavilion

Other facility: _____

Event Date(s): May 28-31 2020 Day(s) of week: Friday -Sunday

Type of Event: Carnival Festival - Fair Attendance: Adults 7000 Children 3000

RENTAL TIME

Your rental time is from the time you arrive at the facility, until the time you leave, Rental time must include an adequate amount of time for set up and clean up of the facility. All of the rental hours must be consecutive.

Set up time	Event time	Clean up time	Kitchen use time
From: ²¹ May 26 2020 am/pm	From: May 29 am/pm	From: June 1 am/pm	From: am/pm
To: May 29 2020 am/pm	To: May 31 am/pm	To: June 1 am/pm	To: am/pm

EQUIPMENT

Please indicate the equipment you will need (subject to availability). A fee may be charged for some equipment.

Number of Chairs		Microphone (1 available)		Podium (1 available)		Other	
Number of Tables		Coffee Pot (2 available)		TV/DVD (1 available)		Other	

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. Generally, the insurance requirement does not apply to the rental of picnic areas as long as medium or high risk (i.e., bounce house) activities are not involved. The Horse Arena insurance requirement is \$2,000,000.

- I will provide my own insurance. I wish to purchase insurance from the District.

EVENT INFORMATION

Please answer the following questions to help us determine your fees. Certain activities may be eligible for fee discounts.

- Is your event..... Public Private
If public, please give name and phone number for public event information: Orangevale Chamber of Commerce
- Will a charge, fee, or donation be collected for this event? Yes No
If yes, for what purpose will the proceeds be used? Financial gain Charity Fundraiser Cost of Event
Please list the type (i.e., admission, food charge) and amount of charge: Admission Free.
- Will there be religious, political, or union activities? Yes No
- Will food be served at the event? Yes No
If yes, and you are using a caterer, please list caterer's name and phone # Concession Vendors
- Will alcohol be served or sold at your event? Yes No
If yes, please list the time alcohol will be served Opening Time to 30 minutes prior to close
- Will you be bringing any apparatus, equipment, or additional tables and chairs to your event? Yes No
If yes, please list Stage, Sound, Attractions, Carnival
- At your event, will there be a..... Live band Recorded music Public address DJ _____

Statement of Responsibility for Liability or Damage/Receipt of Rules & Regulations

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: Lisa M Montes DATE: 10.8.19

.....

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

PERMIT AGREEMENT

This Agreement is made and entered into this 23th day of January 2020, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and the Orangevale Chamber of Commerce, hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Pow Wow Days community special event for the public on May 29 – May 31, 2020

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Orangevale Town Fair May 29 thru May 31, 2020 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Sunday, May 24, 2020 and is required to complete Event take-down and cleanup by Monday, June 1, 2020 at 5:00 p.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Monday, June 1, 2020 at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from May 24 – June 1, 2020 in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than June 1, 2020 at 5:00 p.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities

authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 16, 2020, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of two thousand two hundred and fifty dollars (\$2,250.00) (the "Rental Fee") no later than June 8, 2020.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

- Within 89 to 60 days prior to the event, 50% of the Deposit
- Within 59 to 30 days prior to the event, 25 % of the Deposit
- Within 29 to 1 days prior to the event, 0% Deposit.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

- a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.
- b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from May 29 thru May 31, 2020 only.
- c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.
- d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.
- e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:
 - a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, May 22, 2020 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 2, 2020 to determine pre and post event facility conditions and damage.
 - b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Tuesday, June 2, 2020. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.
 - c. Permittee shall provide District with a proposed layout for the Event no later than March 16, 2020 for review by the District. Any feedback on the layout for the Event shall be given no later than March 23, 2020. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.
 - d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).
 - e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.
 - f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and

approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 1, 2020. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

1. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by

this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

NOTICE

17. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Orangevale Chamber of Commerce
8897 Greenback Lane
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

18. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

WAIVER

19. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

20. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

21. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

22. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

23. This Agreement shall inure to the benefit of and bind any and all successors and

assigns of the parties.

24. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ORANGEVALE
CHAMBER OF COMMERCE**

By _____
Greg Foell, District Administrator

By _____
Brad Squire, Chamber President

STAFF REPORT



DATE: 1-23-20

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE WOMEN VETERANS GIVING, INC. TO HOLD A REGGAE MUSIC FESTIVAL SPECIAL EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 13, 2020

RECOMMENDATION

Approve the Agreement with the Women Veterans Giving, Inc. to utilize the Orangevale Community Park on Saturday June 13, 2020 to hold their Special Event: Reggae Music Festival.

BACKGROUND

Lisa Montes, President of All Events Management Group, Inc. along with the Women Veterans Giving, Inc., has submitted a special event rental application to use Orangevale Community Park for a Reggae Music Festival. The event will help generate funds for several local non-profits. The event will be held Saturday, June 13 from 4 p.m. to 9 p.m. Set-up for the event will Saturday June 13th from 6 a.m. to 4 p.m., with clean-up on Saturday June 13, from 9 p.m. to 11 p.m.

This event will host live music, food, merchandise vendors, and alcoholic beverages contained within a fenced in area. The equipment utilized during this event will include portable stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, vehicles on the fields, and sound equipment. The event will also be utilizing OVparks electrical hook-ups and water at the park location. The expected attendance for this one day event is 350 people. The event will be ticketed for spectators with live music running from 4 p.m. to 9 p.m.

The fees associated with this special event use permit include:

6/13/20 - \$520 Saturday, *day of the event*

6/13/20 - \$100, use of electric and water

\$620 rental fee total

If the Board approves the rental use for the Women Veterans Giving, Inc. the provisions of the contract will follow current special event policies including ensuring the beer garden is enclosed, Alcohol Beverage Control permit, and insurance including liquor liability, as well as appropriate security for the duration of the time alcohol is served. The Event will be managed by All Events Management Group, Inc.

RECOMMENDED MOTION

I move we approve the agreement with the Women Veterans Giving, Inc. to use Orangevale Community Park for their Special Event: Reggae Music Festival on Saturday June 13, 2020 and authorize the District Administrator to execute the agreement.



**ORANGEVALE
RECREATION &
PARK DISTRICT**

Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662
Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

District Use Only

Permit #: _____

Approved by: _____

RENTAL APPLICATION

Please fill out this form completely and submit this form and payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Individual: Lisa Montes

Name of Organization (if applicable): Women Veterans Giving, Inc

Authorized Representative: Lisa Montes or Melissa Washington

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act of the group's behalf.

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: CT0258188

Address: 7725 Mt Evans Way City: Roseville Zip: 95747

Phone number: 714-747-9966 Fax number: _____ E-mail: Melissa@womenveteransalliance.org

Alternate contact: Lisa Montes Phone number: 916-532-6069

FACILITY REQUESTED

• **Orangevale Community Center - 6826 Hazel Avenue**

- Auditorium (capacity 300 dining) Gym (if an athletic event) Use of stage
 Meeting Room (capacity 100 dining) Classroom (capacity 25) Kitchen

• **Orangevale Community Center Athletic Fields - 6826 Hazel Avenue**

- Soccer (overlaps softball fields) Softball #1 (north) Softball #2 (south)

• **Orangevale Youth Center Complex - 6745 Hazel Avenue**

- Orangevale Youth Center (capacity 49) Orangevale Youth Center Baseball field

• **Orangevale Community Park - 7301 Filbert Avenue**

- Soccer field #1 Soccer field #2 Horse Arena
 Group Picnic Area (capacity 100) Family Picnic Area (capacity 32) Amphitheater
 Pavilion

Other facility: _____

Event Date(s): June 13 2020

Day(s) of week: Saturday

Type of Event: Music Festival - Reggae

Attendance: Adults 300 Children 50

RENTAL TIME

Your rental time is from the time you arrive at the facility, until the time you leave, Rental time must include an adequate amount of time for set up and clean up of the facility. All of the rental hours must be consecutive.

Set up time		Event time		Clean up time		Kitchen use time	
From: 6 AM	am/pm	From: 4PM	am/pm	From: June 14	am/pm	From:	am/pm
To: 3 PM	am/pm	To: 9 PM	am/pm	To: June 14	am/pm	To:	am/pm

June 13 9-11pm

EQUIPMENT

Please indicate the equipment you will need (subject to availability). A fee may be a charged for some equipment.

Number of Chairs		Microphone (1 available)		Podium (1 available)		Other	
Number of Tables		Coffee Pot (2 available)		TV/DVD (1 available)		Other	

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. Generally, the insurance requirement does not apply to the rental of picnic areas as long as medium or high risk (i.e., bounce house) activities are not involved. The Horse Arena insurance requirement is \$2,000,000.

- I will provide my own insurance. I wish to purchase insurance from the District.

EVENT INFORMATION

Please answer the following questions to help us determine your fees. Certain activities may be eligible for fee discounts.

- Is your event..... Public Private
If public, please give name and phone number for public event information: All Events Management Group
- Will a charge, fee, or donation be collected for this event? Yes No
If yes, for what purpose will the proceeds be used? Financial gain Charity Fundraiser Cost of Event
Please list the type (i.e., admission, food charge) and amount of charge: Admission parking food beverages
- Will there be religious, political, or union activities? Yes No
- Will food be served at the event? Yes No
If yes, and you are using a caterer, please list caterer's name and phone # Concessions
- Will alcohol be served or sold at your event? Yes No
If yes, please list the time alcohol will be served 4pm - 8:30 pm
- Will you be bringing any apparatus, equipment, or additional tables and chairs to your event? Yes No
If yes, please list sound, tables and chairs
- At your event, will there be a..... Live band Recorded music Public address DJ _____

Statement of Responsibility for Liability or Damage/Receipt of Rules & Regulations

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: Lisa Montes Digitally signed by Lisa Montes
DN: cn=Lisa Montes, o, ou, email=Lisa@LisaMontes.net, c=US
Date: 2019.10.08 13:52:50 -0700 DATE: _____

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

PERMIT AGREEMENT

This Agreement is made and entered into this **23rd day of January 2020**, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and **Women Veterans Giving Inc.**, hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the **Reggae Music Festival** community special event for the public on **Saturday June 13, 2020**; and

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for **Reggae Music Festival, Saturday June 13th, 2020** (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on **Saturday, June 13, 2020 at 6 a.m.** and is required to complete Event take-down and cleanup by **Saturday, June 13, 2020 at 11 p.m.** Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by **Saturday, June 13, 2020 at 11 p.m.**

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials **Saturday, June 13, 2020** in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than **Saturday, June 13, 2020 at 9 p.m.** Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages

which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$100.00**) (the "Deposit") no later than **Thursday, March 10, 2020**, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of five hundred twenty dollars (\$620) (the "Rental Fee") no later than **Friday, April 10, 2020** (60 days in advance).

If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

- Within 89 to 60 days prior to the event, 50% of the Deposit
- Within 59 to 30 days prior to the event, 25 % of the Deposit
- Within 29 to 1 days prior to the event, 0% Deposit.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event on **June 13th, 2020** only.

c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on **Friday, June 12, 2020** with the District's representatives and the post-event inspection walk-through that will take place on **Monday, June 15, 2020** to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on **Friday, June 19, 2020**. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than **Friday, April 10, 2020** (60 days in advance) for review by the District. Any feedback on the layout for the Event shall be given no later than **Friday, April 17, 2020**. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **Friday, April, 2020**. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event, and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All

such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in anyway connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability,

property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen

(15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

NOTICE

17. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Melissa Washington
Women Veteran Giving Inc
7725 Mt Evans Way
Roseville CA 95747
(714)747-9966
melissa@womenveteransalliance.org

NEGATION OF PARTNERSHIP

18. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

WAIVER

19. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

20. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

21. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

22. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

23. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

24. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

WOMEN VETERANS GIVING, INC.

By _____ Date: _____
Greg Foell, District Administrator

By _____ Date: _____
Melissa Washington

STAFF REPORT



DATE: 1/23/20

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE WOMEN VETERANS GIVING, INC TO HOLD THE WOMEN VETERANS FUN RUN EVENT IN ORANGEVALE COMMUNITY PARK ON MAY 16, 2020

RECOMMENDATION

Approve the agreement with the Women Veterans Giving, Inc. to hold the Women Veteran's Fun Run Event in Orangevale Community Park on May 16, 2020.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application on behalf of the Women Veterans Giving, Inc. to have the Women Veterans Fun Run at Orangevale Community Park. This event will go along with the activities associated with the Big Day of Service. The event will be charged \$145 based on our special event fee schedule. Event proceeds are to support Women Veteran programs.

RECOMMENDED MOTION

I move we approve the Agreement with the Women Veterans Giving, Inc. to hold the Women Veterans Fun Run event in Orangevale Community Park on May 16, 2020 and authorize the District Administrator to execute the agreement.



Orangevale Recreation & Park District
 6826 Hazel Avenue Orangevale, CA 95662
 Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

District Use Only
 Permit #: _____
 Approved by: _____

RENTAL APPLICATION

Please fill out this form completely and submit this form and payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Individual: Lisa Montes

Name of Organization (if applicable): Women Veteran Giving, Inc

Authorized Representative: Lisa Montes or Melissa Washington

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act of the group's behalf.

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: CT0258188

Address: 7725 Mt Evans Way City: Roseville Zip: 95747

Phone number: 714-747-9966 Fax number: _____ E-mail: Melissa@womensveteransalliance.org

Alternate contact: Lisa Montes Phone number: 916-532-6069

FACILITY REQUESTED

• **Orangevale Community Center - 6826 Hazel Avenue**

- Auditorium (capacity 300 dining) Gym (if an athletic event) Use of stage
- Meeting Room (capacity 100 dining) Classroom (capacity 25) Kitchen

• **Orangevale Community Center Athletic Fields - 6826 Hazel Avenue**

- Soccer (overlaps softball fields) Softball #1 (north) Softball #2 (south)

• **Orangevale Youth Center Complex - 6745 Hazel Avenue**

- Orangevale Youth Center (capacity 49) Orangevale Youth Center Baseball field

• **Orangevale Community Park - 7301 Filbert Avenue**

- Soccer field #1 Soccer field #2 Horse Arena
- Group Picnic Area (capacity 100) Family Picnic Area (capacity 32) Amphitheater
- Pavilion

Other facility: _____

Event Date(s): May 16 2020 Day(s) of week: Saturday

Type of Event: Fun Run Attendance: Adults 30 Children 15

RENTAL TIME

Your rental time is from the time you arrive at the facility, until the time you leave, Rental time must include an adequate amount of time for set up and clean up of the facility. All of the rental hours must be consecutive.

Set up time		Event time		Clean up time		Kitchen use time	
From: 7 AM	am/pm	From: 9 AM	am/pm	From: 10 AM	am/pm	From:	am/pm
To: 9 AM	am/pm	To: 10 AM	am/pm	To: 11 AM	am/pm	To:	am/pm

EQUIPMENT

Please indicate the equipment you will need (subject to availability). A fee may be a charged for some equipment.

Number of Chairs		Microphone (1 available)		Podium (1 available)		Other	
Number of Tables		Coffee Pot (2 available)		TV/DVD (1 available)		Other	

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. Generally, the insurance requirement does not apply to the rental of picnic areas as long as medium or high risk (i.e., bounce house) activities are not involved. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance. I wish to purchase insurance from the District.

EVENT INFORMATION

Please answer the following questions to help us determine your fees. Certain activities may be eligible for fee discounts.

- Is your event..... Public Private
If public, please give name and phone number for public event information: _____
- Will a charge, fee, or donation be collected for this event? Yes No
If yes, for what purpose will the proceeds be used? Financial gain Charity Fundraiser Cost of Event
Please list the type (i.e., admission, food charge) and amount of charge: Run Pledge
- Will there be religious, political, or union activities? Yes No
- Will food be served at the event? Yes No
If yes, and you are using a caterer, please list caterer's name and phone # _____
- Will alcohol be served or sold at your event? Yes No
If yes, please list the time alcohol will be served _____
- Will you be bringing any apparatus, equipment, or additional tables and chairs to your event? Yes No
If yes, please list table pop up chairs
- At your event, will there be a..... Live band Recorded music Public address DJ _____

Statement of Responsibility for Liability or Damage/Receipt of Rules & Regulations

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: Lisa Montes Digitally signed by Lisa Montes
DN: cn=Lisa Montes, o, ou=DATE: _____
email=Lisa@LisaMontes.net, c=US
Date: 2019.10.08 13:38:53 -07'00'

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

PERMIT AGREEMENT

This Agreement is made and entered into this 23rd day of January, 2020 by and between Orangevale Recreation & Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and the Women Veterans Giving, Inc hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for a community special event for the public on May 16, 2020; and

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for the Women Veterans Giving Inc. Fun Run on May 16, 2020 (the "Event"). Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, May 16, 2020 at 7:00 a.m. and is required to complete Event take-down and cleanup by Saturday, May 16, 2020 at 11:00 a.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, May 16, 2020 at 11:00 a.m.

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than May 16, 2020 at 11:00 a.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible

for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$75.00**) (the "Deposit") no later than March 13, 2020, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of one hundred forty-five dollars (**\$145.00**) (the "Rental Fee") no later than March 13, 2020.

4. If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

- Within 89 to 60 days prior to the event, 50% of the Deposit
- Within 59 to 30 Days prior to the event, 25% of the Deposit and 100% of the Rental Fees
- Within 29 to 1 Days prior to the event, 0% of the Deposit and 100% of the Rental Fees

CHARGES BY PERMITTEE

5. Permittee shall have the right to charge admission to members of the public desiring to attend the Event in areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

6. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the Oak & Filbert soccer field, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event on May 16, 2020 only.

c. District shall ensure that at least one (1) staff member will be available within a twenty (20) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

7. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Thursday, May 14, 2020 with the District's representatives and the post-event inspection walk-through that will take place on Monday, May 18, 2020 if deemed necessary by District staff to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, May 18, 2020. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than March 13, 2020 for review by the District. Any feedback on the layout for the Event shall be given no later than March 20, 2020. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any

security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g.. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h.. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, March 13, 2020. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee shall be responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

k. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

l. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and

occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

m. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

n. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

o. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

8. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in anyway connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this

Agreement shall survive the termination of the Agreement.

INSURANCE

9. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

10. Permittee shall have no right, authority or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

11. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

12. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

13. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

14. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

15. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

16. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

17. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement

during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

NOTICE

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation & Park District
6826 Hazel Avenue
Orangevale, CA 95662

Melissa Washington
Women Veterans Giving, Inc .
7725 Mt Evans Way
Roseville CA 95747
(714) 747-9966
melissa@womenveteransalliance.org

NEGATION OF PARTNERSHIP

19. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

WAIVER

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation & Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

WOMEN VETERANS GIVING, INC.

By _____
District Administrator

By _____
Melissa Washington